



## REQUEST FOR PROPOSAL K559

***Project Title:*** Interpreter Services Program

***Estimated Contract Period:*** July, 2012 through June, 2014. Amendments extending the period of performance through 2022, if any, shall be at the sole discretion of HCA.

***Proposal Due Date:*** All Proposals whether mailed or hand-delivered must arrive by 5:00 p.m. Pacific time on April 4, 2012.

***Submit Proposal To:*** **Proposal delivered by Mail, Express / Hand Delivery, Or Courier:**

Kristy Brodersen, RFP Coordinator  
Health Care Authority  
Legal and Administrative Services  
Contracts Office  
3819 Pacific Avenue S.E., Suite A  
Lacey, Washington 98503

**Faxed bids WILL NOT be accepted. E-mailed bids WILL NOT be accepted.**

***Procurement Website:*** <http://www.hca.wa.gov/rfp.html>

**WEBS:** <http://www.ga.wa.gov/Business/index.html>

## Procurement Schedule

Item	Action	Date
1.	Request For Proposal (RFP) Released	March 2, 2012
2.	Bidder Questions Due at 5:00 p.m. Pacific Time ( <i>HCA Responds as Questions Come In</i> )	March 15, 2012
3.	Final Questions and Answers Posted on HCA Website	March 22, 2012
4.	Mandatory Letters of Intent must be received by 5:00 p.m. Pacific Time	March 26, 2012
5.	RFP Responses Due ( <i>Management/Technical/Cost</i> )	April 4, 2012
6.	HCA Evaluation of Proposals	April 5, 2012 through May 4, 2012
7.	Notify Demonstration Qualifiers	May 7, 2012 through May 10, 2012
8.	Bidder Presentations with Semi-Finalists and Scoring	May 11, 2012 through May 30, 2012
9.	HCA notifies Apparently Successful and Unsuccessful Bidders and begins contract negotiations with the Apparently Successful Bidder	May 31, 2012 through June 4, 2012
11.	Debrief Request Due by 5:00 p.m. Pacific Time	June 11, 2012
12.	HCA holds debriefing conferences, if Requested	June 12, 2012 – June 15, 2012
13.	Protest Period	June 18, 2012 through June 25, 2012
14.	Contract Awarded	June 26, 2012
15.	Contract Start Date	June 27, 2012

## **RFP TABLE OF CONTENTS**

### **Section A. Summary of Project**

1. Purpose of Request for Proposal.....	5
2. General Background .....	5
3. Project Scope .....	6
4. Mandatory Requirements .....	7
5. Mandatory Qualifications.....	11
6. Financial Information .....	12
7. Auxiliary Aids and Services .....	13
8. Minority & Women's Business Enterprises (MWBE) .....	13
9. Current and Former Washington State Employees .....	14
10. Definitions.....	14

### **Section B. Procurement Process**

1. Procurement Contact Information .....	19
2. Acceptance of RFP Terms.....	19
3. Procurement Schedule .....	19
4. Mandatory Requirements (MR) Defined.....	20
5. Mandatory Scored Requirements (MSR) Defined .....	21
6. Contract .....	21
7. Ethics .....	21
8. Insurance .....	21
9. Proprietary Information/Public Disclosure .....	21
10. Communications .....	22
11. Questions and Answers .....	23
12. RFP Amendments.....	23
13. Retraction of this RFP .....	23
14. (MR) Mandatory Letters of Intent.....	23
15. (MR) Submission and Contents of Proposals .....	24
16. (MR) Letter of Submittal .....	25
17. Non-responsive Proposals .....	28
18. Cost to Prepare Proposal.....	29
19. Errors and Omissions in Response .....	29
20. Waiver of Minor Administrative Irregularities .....	29
21. Joint Proposals.....	29
22. Single Response.....	29
23. Exhibits .....	29
24. Withdrawal of Proposals .....	30
25. Notify Bidders .....	30
26. Bidder Debriefing Conference .....	30
27. Protest.....	30
28. No Obligation to Contract .....	32
29. Execution of the Contract .....	32

### **Section C. Proposal Contents**

1. Administrative Requirements.....	33
2. Technical/Management, Experience and Qualifications Proposal .....	34
3. Cost Proposal.....	34

**Section D. Evaluation**

1. Evaluation/Selection Procedures .....	37
2. Administrative Screening .....	37
3. Qualitative Review and Scoring .....	37
4. Semi-finalist Selection .....	39
5. Semi-finalists Presentations .....	39
6. Selection of Apparently Successful Bidder (ASB) .....	40
7. Basis for Evaluation .....	41

**Exhibit A. Interpreter Services Service Areas**

**Exhibit B. Sample Contract**

**Exhibit C. Certification and Assurances**

**Exhibit D. Interpreter Code of Ethics**

**Exhibit E. Technical/Management, Experience, and Qualifications Proposal and Response Template**

**Exhibit F. Interpreter Services Cost Proposal**

**Exhibit G. Summary of Proprietary Information**

# SECTION A. SUMMARY OF PROJECT

## 1. Purpose of Request for Proposal

The State of Washington, Health Care Authority, hereafter called "HCA", is initiating this Request for Proposals (RFP) to solicit Proposals from entities interested in contracting to assure eligible government Clients (Health Care Authority, Department of Social and Health Services (DSHS), and other agencies) who are limited-English proficient (LEP) have access to needed services. Washington State Medicaid Interpreter Services are administered by HCA.

This RFP is for the two (2) Medicaid Interpreter Services Service Areas within the State of Washington. The Agency seeks responses to this RFP from organizations qualified to provide Interpreter Services in either one or both of the Service Areas listed in Exhibit A, Interpreter Services Service Areas.

## 2. General Background

During the 2002 legislative session, the passage of Senate Bill 6832 granted the Department of Social and Health Services (DSHS) authority to contract for Interpreter Services using a broker contracting model. The broker model established a gatekeeper function to ensure Spoken Language Interpreter Services Requested by medical providers are scheduled and paid for appropriately. Under this model, DSHS contracted with brokers, who in turn contracted with language agencies that contracted with Interpreters.

During the 2009 legislative session, Engrossed Substitute Senate Bill 6726 was passed. The Governor is now the public employer of language access providers solely for the purposes of collective bargaining and as expressly limited under RCW 41.56.510 (2) and (3). It also allows language access providers the ability to collectively bargain with the Governor over economic compensation, professional development and training, labor management committees and grievance procedures. A copy of the Collective Bargaining Agreement (CBA) between the state and the Union can be found at:

[http://interpretersunited.wfse.org/Docs/Interpreters\\_11-13.pdf](http://interpretersunited.wfse.org/Docs/Interpreters_11-13.pdf)

The Contractor is expected to abide by all terms of the CBA as currently existing or as hereafter amended and any successor CBA. The Union filed a demand to bargain in January 2012, bargaining mandatory subjects with regard to interpreters that are working via telephonic and Video Remote Interpretation (VRI) modalities. The mandatory subjects of bargaining are limited solely to: (1) economic compensation, such as manner and rate of payments; (2) professional development and training; (3) labor-management committees; and (4) grievance procedures. HCA intends to have the bargaining process completed by the Contract start date. The Bidder is expected to review the collective bargaining periodically and be aware of the terms of the CBA at all times.

#### Historical Information:

In 2011 the Washington State Medicaid (formerly part of DSHS) program and the Health Care Authority merged together in a single state agency called the Health Care Authority (HCA). The passage of House Bill 1738 transferred the powers, duties, and functions of DSHS pertaining to the medical assistance program (including the Interpreter Services program) to HCA.

HCA administers the Brokered Interpreter Services program for the other administrations within DSHS, when DSHS staff Request the Interpreter Service through the HCA-contracted Broker(s).

HCA's Interpreter Services brokerage program is currently operating statewide under contracts with six (6) contractors for the state's thirteen (13) service regions. Note, under this solicitation, there will now be two (2) Service Areas.

Contractors review DSHS staff and HCA contracted provider Requests for eligibility for Interpreter Services, and arrange for an Interpreter when the Requester's Limited English Proficient (LEP) client is eligible and the service provided by the Requester is covered by HCA.

Contractors arrange Interpreter Services access to covered medical services for eligible Clients by contracting with Interpreter Service providers in accordance with HCA's contract requirements.

HCA funding for the Interpreter Services program is primarily provided through federal funds (Title XIX of the federal Social Security Act) and matching state funds.

### **3. Project Scope**

HCA seeks responses to this RFP from entities qualified to provide Interpreter Services in spoken and sign languages using three (3) different modalities: telephonic, Video Remote Interpretation (VRI), and in-person for the Service Areas listed in Exhibit A, Interpreter Services Service Areas.

At this time, DSHS intends to use the contract(s) awarded pursuant to this RFP for in-person Interpreters for spoken language only. They intend to use the DSHS Office of Deaf and Hard of Hearing for sign language Interpretation needs.

The Contractor(s) in each Service Area must have policies and procedures that at a minimum include: authorizing, scheduling, managing and making payments for all Interpreter Services as described in Exhibit B, Sample Contract, 3. Statement of Work. The Contractor(s) will be responsible for payment and all things incidental to the payment of Interpreter Services such as collection and payment of Union dues furnished through direct contracts with Interpreters.

#### **4. Mandatory Requirements**

During the 2011 Session, the Legislature directed HCA to develop a new model for statewide delivery of Interpreter Services. Under the new model, the Contractor(s) must meet the following mandatory requirements:

##### **a. Administration**

- (1) Provide Spoken and Sign Language Interpreter Services;
  - (a) Contract directly with Interpreters for spoken language In-person Interpreter Services;
  - (b) Provide Sign Language Interpreter Services through employees, direct contracts, or Subcontracts.
- (2) Maintain a business location in the Contractor's Service Area.
- (3) Provide Telephonic and VRI modalities of interpretation either through employees, direct contracts, or Subcontracts.

##### **b. Customer Service Requirements**

The Contractor(s) must:

- (1) Provide Interpreter Services through direct written Subcontracts with Authorized, Certified, or Recognized Interpreters within the Contractor's Service Area.
- (2) Provide adequate staff to process, schedule, assign, and manage Requests utilizing web-based/online technology Monday through Friday, 8:00 a.m. to 5:00 p. m. Pacific Time. See Exhibit B, Sample Contract, 3. Statement of Work, c. Customer Service Requirements (2).
- (3) Accommodate Requests via email, telephone or facsimile transmission technologies during business days and hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time.
- (4) Provide Authorized, Certified, or Recognized Interpreters utilizing the following modalities of Interpretation: Telephonic, Video Remote Interpretation (VRI) and In-person.
- (5) Provide a toll-free number for Requesting Interpreter Services. A local telephone number may also be provided for those Requestors within the local calling area.
- (6) Provide adequate staff and telephone lines to achieve ninety-five percent (95%) of all incoming calls, including hearing-impaired system calls, to be answered within thirty (30) seconds.

- (7) An answering service or system may be used when offered as an option to the Requestor; however, Requestors must be given the option of staying in queue to reach a staff person during regular business hours.
- (8) Remit amounts due to Interpreters no later than seven (7) business days after receipt of the payment for Interpreter Services from the state.
- (9) Utilize and complete the state's Appointment Record Form either electronically or in paper for all appointments and Encounters.
- (10) Ensure the Appointment Record Form is completed by both the Requestor and Interpreter for In-person appointments.
- (11) Authorized Requestors must document the arrival and departure times of the Interpreter, and the appointment start and end times. This may be completed by electronic or paper means.
- (12) The Appointment Record Form will be made available on the HCA website to Requestors and Interpreters.
- (13) Upon receipt of a Request from a Requestor, or from HCA staff, schedule Interpreter Services in conjunction with a Client's health care appointment.
- (14) Ensure and document that contracted Interpreters:
  - (a) Are DSHS Authorized, Certified, or Recognized (per DSHS database listings).
  - (b) Have a valid Washington State Unified Business Identifier (UBI) number or tax registration number.
  - (c) Sign and comply with Exhibit D, Interpreter Code of Ethics.
  - (d) Present, upon Request from a Requestor or Client, picture identification and DSHS certificate or authorization letter at all interpreter service appointments.
  - (e) Adhere to the RID-NAD Code of Professional Code of Professional Conduct which can be accessed online at <http://www.rid.org/ethics/code/index.cfm>.
  - (f) Adhere to Health Insurance Portability and Accountability Act (HIPAA) requirements, as set forth in the General Terms and Conditions of Exhibit B, Sample Contract.



(15) Response Timeframes – All Modalities

- (a) Accept and process Requests for Interpreter Services at least two (2) business days in advance of a scheduled appointment when Requested Monday through Friday, excluding all legal holidays.
- (b) Accept and process Request for Interpreter Services when Requested with less than two (2) business days notice in advance for an Urgent Care appointment.

(16) Pre-Appointment Review and Verification

- (a) Verify at the time of the Request and double check at least two (2) business days prior to an appointment, the Clients eligibility by one (1) of the following methods:
  - i. Verify eligibility from the downloaded eligibility data files supplied by HCA; or
  - ii. Other appropriate sources such as:
    - (A) Medical Eligibility Verification from ProviderOne;
    - (B) Documentation from an authorized HCA representative.
- (b) Verify Non-Urgent appointments at least twenty four (24) hours prior to an appointment that the appointment is still scheduled as Requested.
- (c) Verify the health care services to be provided during the appointment are covered by HCA utilizing ProviderOne data, or would be covered if they were billed to HCA.
- (d) Verify on a monthly basis that a health care service occurred for which HCA paid an Interpreter Encounter for a Client by performing a verification review on a minimum of ten percent (10%) of Interpreter Encounters.
- (e) Verify the Requestor is an enrolled HCA Medicaid participating provider.

(17) Collective Bargaining Agreement (CBA)

- (a) Adhere to the terms and conditions of the CBA.

- (b) Provide a document with information of the Union's exclusive recognition and the Union security provision to Interpreters within fifteen (15) days of the Interpreter entering the bargaining unit. A copy of the Collective Bargaining Agreement will be provided to the Interpreter at the same time. The Union will provide the information document and copies of the contract for distribution to Interpreters (see section 11.3 of CBA).
- (c) Collect Union dues and/or fees from approximately 2,000 Interpreters and remit the dues and/or fees to the Washington Federation of State Employees.
- (d) Deduct a fee for Interpreters that are nonmembers of the Union and performing services under this Contract as described in Exhibit B, Sample Contract, 11. Union Dues/Fees, b. (1)
- (e) Provide to the Union a report each month in an electronic format with the data listed in Exhibit B, Sample Contract, Section 11. Union Dues/Fees, f. Status Reports for each Interpreter in the bargaining unit who was paid through the Contractor.

(18) Adhere to RCW 41.56.510 (4):

Each party with whom the department of social and health services contracts for language access services and each of their subcontractors shall provide to the department an accurate list of language access providers, as defined in RCW 41.56.030, including their names, addresses, and other contact information, annually by January 30th, except that initially the lists must be provided within thirty (30) days of June 10, 2010. The department shall, upon request, provide a list of all language access providers, including their names, addresses, and other contact information, to a labor union seeking to represent language access providers.

(19) Policies and Procedures

- (a) The Contractor must develop written policies, procedures, and/or manuals to be Submitted to HCA when Requested.
- (b) The Contractor must Submit the following monthly reports electronically to HCA by the twentieth (20th) calendar day of the month following the month of service unless otherwise approved by the HCA Interpreter Services Program Manager, designee or successor:
  - i. Monthly Customer Services Center Report

- ii. Monthly Interpreter Services Data Report
- iii. Monthly Complaint Report
- iv. Quality Assurance Report
- v. Outreach Activities Report

A complete description of the services to be provided by the successful Bidder(s) is located in Exhibit B, Sample Contract, including the performance incentives and penalties that may alter the administrative payments made to the successful Bidder(s).

The Sample Contract and subsequent executed Contract(s) may require future amendments due to proposed legislation regarding the Interpreter Services Program and/or State and Union bargaining agreements.

## **5. Mandatory Qualifications**

### **a. Customer Services Center**

- (1) The Bidder must have the ability to develop a Customer Services Center within the Service Area for which they are proposing.
- (2) The Customer Services Center must be in place and operational upon the execution date of the contract.

### **b. Required License and Certification**

#### **(1) State License**

To contract with HCA, a Bidder must be licensed or authorized to do business in Washington State. For information on a Washington business license, contact:

Washington State Department of Revenue  
Business Licensing Service  
PO Box 9034  
Olympia, Washington 98507-9034

Website: <http://bls.dor.wa.gov/file.aspx>

#### **(2) Local License**

The successful Bidder must, at the time of the contract execution, be licensed or authorized to do business in the local jurisdiction(s) in which the successful Bidder will be conducting business. The successful Bidder is responsible to determine those requirements.

(3) ProviderOne Payment System

The successful Bidder(s) must apply for a National Provider Identification (NPI) number and must complete registration with Washington State's Medicaid Management Information System (MMIS) called "ProviderOne".

(4) Communications

The successful Bidder must be able to meet the requirements as described in Title 28, Judicial Administration CFR Parts 35.160-35.164, and as amended. The CFR can be accessed at <http://www.gpoaccess.gov/cfr/index.html>.

Bidders must state their acceptance of these mandatory requirements on Exhibit C, Certification and Assurances.

Bidders who do not meet these Mandatory qualifications shall be deemed non-responsive and will not receive further consideration.

## **6. Financial Information**

- a. The Legislature has mandated HCA to achieve approximately thirty-percent (30%) program savings through the procurement process and the implementation of a new model for statewide delivery of Interpreter Services for the 2011-2013 biennium. As reflected in the enacted 2011-13 budget, the Interpreter Services program forecasted budget is estimated at approximately seventeen million, three hundred thousand dollars (\$17,300,00.00) in total funds. This amount includes direct service payments to Interpreters (pass-thru funds) and Contractor administrative costs. Approximately 440,000 Interpreter Service Encounters are forecasted to be completed for HCA and DSHS appointments during the 2011-13 biennium.

The Contractor(s) will be required to pay direct Service Costs, including travel expenses, to Interpreters. The manner and rate of payment, such as direct Service Costs expenditures for in-person Spoken Language Interpreters, is determined by the CBA bargaining process. This may also include the manner and rate of payment for Spoken Language Interpreters utilizing telephonic and VRI modalities.

In the Cost Proposal Exhibit of the Proposal, Bidders will identify all costs including expenses to be charged for performing administrative activities necessary to accomplish the objectives of the contract. Bidders will also propose their Service Cost for telephonic and VRI modalities per minute.

b. Historical HCA Encounters and Expenditures:

The contract maximum amounts have been distributed historically between Service Area 1 (Western Washington) and Service Area 2 (Eastern Washington) at approximately seventy-five percent (75%), for Service Area 1 (Western Washington) and twenty-five percent (25%) for Service Area 2 (Eastern Washington) respectively.

(1) For State Fiscal Year (SFY) 10, total expenditures were approximately \$11,475,000 and 217,000 Encounters.

(2) For SFY 11, total expenditures were approximately \$10,550,000 and 196,000 Encounters.

c. Historical DSHS Encounters and Expenditures:

(1) For State Fiscal Year (SFY) 10, total expenditures were approximately \$2,340,000 and 18,600 Encounters.

(2) For SFY 11, total expenditures were approximately \$2,460,000 and 17,700 Encounters.

**7. Auxiliary Aids and Services**

HCA will provide access to this RFP document to individuals with disabilities. Please contact the RFP Coordinator to Request auxiliary aids and services for this RFP.

**8. Minority & Women's Business Enterprises (MWBE)**

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by Minority & Women's Business Enterprises (MWBE) firms either self-identified or certified by the Office of Minority & Women's Business Enterprises (OMWBE). While the State does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation by MWBE contractors may be either on a direct basis in response to this RFP or as a Subcontractor to a contractor. However, no preference will be given in the evaluation of Bids, no minimum level of MWBE participation shall be required, and Bids will not be evaluated, rejected or considered non-responsive on that basis.

Bidders may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov/index.shtml> to obtain information on certified firms for potential sub-contracting arrangements or for information on how to become certified.

Nothing in this section is intended to prevent or discourage participation from non MWBE firms, as well as MWBE firms.

Bidder must provide this information in their Letter of Submittal.

**9. Current and Former Washington State Employees**

If any officer, employee, or consultant of the Bidder is or was an employee of Washington State during the twenty-four (24) months preceding the Response Due Date, the Bidder must provide the individual's name, employing agency, job title while with the Agency, and separation date, if applicable. This information is to be provided in the Bidder's Letter of Submittal.

If any officer, employee, or consultant of the Bidder is a current or former state employee, Bidder must attach a copy of a letter from the Executive Ethics Board (EEB) indicating that any work performed under a Contract resulting from this Acquisition is not a conflict of interest under chapter 42.52 RCW.

If, following a review of this information, it is determined by HCA that a conflict of interest exists or may exist; the Bidder, or their proposed consultant, may be disqualified from further consideration at the sole discretion of HCA.

**10. Definitions.** The following terms which appear in this RFP have the meaning that is defined below for the purposes of this RFP:

- a. "Administrative Costs" means the Contractor's costs of operations (salaries, accounting, information technology, supplies, utilities etc.), not including expenses or payment to Interpreters for direct services. Also does not include Service Costs.
- b. "Apparently Successful Bidder" or "ASB" means a Bidder selected as having Submitted a successful Proposal, based on the final determination of HCA management taking into consideration the Bidder's final Proposal score and which Proposal(s) best meet the needs of HCA. The Bidder is considered an "Apparently Successful Bidder" until a contract is finalized and executed.
- c. "Appointment Record" means the electronic or paper form used by the Requestor, the Interpreter, and the Contractor to record and track an interpretation Encounter. This form will be provided to the Apparently Successful Bidder by HCA.
- d. "Agency" means the Washington State Health Care Authority, which is the Agency of the State of Washington that is issuing this RFP.

- e. “Authorized Requestor” or “Requestor” means contracted healthcare providers who are authorized by HCA to make Requests or DSHS staff and HCA Interpreter Services Manager for Spoken Language and Sign Language Interpreter Services, or other state agency authorized personnel.
- f. “Bidder” means an individual, organization, public or private agency, or other entity Submitting a Proposal in response to this RFP.
- g. “Business Days and Hours” means Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time, except for holidays observed by the State of Washington.
- h. “Client/Clients” means any person determined eligible for, and/or receiving state covered services as authorized by the Agency.
- i. “Code of Federal Regulations” (CFR) means the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.
- j. “Code of Professional Conduct” or “Language Interpreter and Translator Code of Professional Conduct” means DSHS-established performance standards to be met by Interpreters and translators when providing language services to DSHS programs and Clients which is found in Exhibit D, Interpreter Code of Ethics.
- k. “Contractor” means individual or company whose Proposal has been accepted by the Agency and is awarded a fully executed, written contract.
- l. “Customer Services Center” means the Contractor(s) primary office or business location used to station staff to process, schedule, assign, and manage Requests for interpreting services.
- m. “Direct Costs” means as defined by the State Administrative and Accounting Manual (SAAM) as costs that include direct materials and labor.
- n. “Encounter” means an interpreter service appointment, scheduled by the Contractor at the Request of the Requestor, which has been completed.
- o. “Health Care Authority (HCA)” means the designated single state agency for purposes of Title XIX of the federal Social Security Act, created pursuant to chapter 41.05 RCW.
- p. “Indirect Costs” as defined by State Administrative and Accounting Manual (SAAM) as costs that cannot be directly charged to an activity (e.g. depreciation and other administrative and support costs).

- q. “Interpreter” means individual who transfers a message from one language to another:
- (1) “Spoken language Interpreter” – an individual who facilitates communication between individuals who speak different languages; Spoken language Interpreter listens to the spoken words, inflections, and intent in one (1) language and simultaneously or consecutively renders the message to another spoken language.
  - (2) “Sign language Interpreter” – an individual who facilitates communication between hearing individuals who communicate in spoken language and individuals who communicate in sign language; Sign language Interpreter listens to the spoken words, inflections, and intent and simultaneously renders them into sign language using the mode of communication preferred by the individual who communicates in sign language. The Sign Language Interpreter must also be able to comprehend the signs, inflections, and intent of the individual who communicates in sign language and speak them in articulate, appropriate English.
- r. “Interpreter Services Program” means the program established to ensure equal access to services by providing Spoken and Sign language Interpreter Services to Authorized Requestors.
- s. “Issue” means to mail, post or otherwise release this RFP as a public document to interested parties.
- t. “Key Personnel” means individuals employed by the Contractor who occupy the position of manager, Contract representative, or contact person or equivalent for the Contractor.
- u. “Language Testing and Certification Program (LTC)” means the section within DSHS that is responsible for the administration of testing and certification in foreign languages for DSHS employees, contracted Interpreters and translators.
- v. “Medicaid” as defined in WAC 182-500-0070, means the federal aid Title XIX program of the Social Security Act under which medical care is provided to eligible Clients.
- w. “National Association of the Deaf (NAD)” means a national membership association that previously administered testing for certification of Sign Language Interpreters. NAD testing was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing system. NAD certified Interpreters have been incorporated into RID’s Certification Maintenance Program and their credentials are maintained by RID <http://rid.org/>.
- x. “National Provider Identification (NPI)” means a federal system used by HCA for uniquely identifying all providers of healthcare services, supplies, and equipment.



- y. “National Interpreting Certification (NIC)” means new interpreting certifications with three levels developed by the joint NAD-RID Task Force. Testing is administered by RID <http://rid.org/>.
- z. “Proposal” means all material prepared and assembled by a Bidder, and which the Bidder Submits in response to this RFP.
- aa. “Protest” means an objection by the Bidder, in writing, Protesting the results of this RFP, and which complies with all requirements of this RFP.
- bb. “RCW” means the Revised Code of Washington. (All references to RCW chapters or sections shall include any successor, amended, or replacement statute).
- cc. “Registry of Interpreters for the Deaf (RID)” means a national membership association that administers testing for certification of Sign Language Interpreters. RID testing for RID certification was replaced by the joint NAD-RID development of the National Interpreting Certification (NIC) testing. RID certified Interpreters are grandfathered into the NIC certification system.
- dd. “Request” means each contact by a Requestor with a Contractor seeking an Interpreter for a specific language, date and time:
  - (1) “Denied Request” means any Request for Interpreter Services that is not within the scope of this Contract and is denied at the time of the request.
  - (2) “Filled Request” means the status of a Request once a specific Interpreter has been assigned.
  - (3) “Urgent Request” means Interpreter Services which are Requested with less than one (1) day notice and/or after the Contractor’s regular business hours, which cannot wait for a response until the next regular business day of the Contractor.
  - (4) “Pending Request” means the status of a Request until a specific Interpreter has been assigned to the appointment.
  - (5) “Unfilled Request” means any Request for Interpreter Services that is within the scope of this Contract but remains unfilled after the Requested appointment time.
- ee. “RFP” means Request for Proposals; i.e., this RFP document.
- ff. “RFP Coordinator” means the person named in this RFP as the RFP Coordinator, or the RFP Coordinator's designee within the Legal and Administrative Services Division. The RFP Coordinator is the sole point of contact within HCA regarding this RFP for potential Bidders and other interested parties.

- gg. "Service Area" means that portion or section of the State of Washington as explained in the Statement of Work for this Contract (see Exhibit A, Interpreter Services Service Areas). It may include Bordering Cities of other states contiguous with the State of Washington, if Clients typically use approved medical services therein.
- hh. "Service Cost" means the actual total cost (interpreter service payment, mileage, and other expense reimbursement) of providing Interpreter Services. Does not include Administrative costs.
- ii. "Statement of Work" means a statement of the work or services which the Contractor is to perform under any contract awarded, and which is generally in the form of an exhibit attached to the contract, or included in the contract.
- jj. "Subcontract" means any separate agreement or contract between the Contractor and an individual, or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is required to perform pursuant to this Contract.
- kk. "Submit" means to deliver to the HCA RFP Coordinator any and all documents described in this RFP and in the manner specified in this RFP.
- ll. "Translation" means written interpretation of a document from one language to another.
- mm. "Union" means the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO in accordance with the provisions of RCW 41.56.
- nn. "Urgent care" means an unplanned appointment for a covered medical service with verification from an attending physician or facility that the Client must be seen that day or the following day.
- oo. "WAC" means the Washington Administrative Code. (All references to WAC chapters or sections shall include any successor, amended, or replacement regulation).
- pp. "WEBS" means the Washington's Electronic Business Solution. HCA encourages all Bidders to register with WEBS at <http://www.ga.wa.gov/Webs/> in the following Commodity Codes:
- (1) 961-17 - Interpreter Services - Electronically Assisted - Foreign Language, Hearing Impaired, etc., (See Item 46 For Interpreter Services - Not Electronically Assisted)
  - (2) 961-46 - Interpreter Services (Foreign Language, Hearing Impaired, etc.) (See Item 17 for Interpreter Services - Electronically Assisted)
  - (3) 961-75 - Translation Services

## SECTION B. PROCUREMENT PROCESS

### 1. Procurement Contact Information

Upon release of this RFP, all communications concerning this RFP must be directed only to the RFP Coordinator listed below. Any communication directed to HCA staff or consultants, other than the RFP Coordinator, may result in disqualification.

Contact: Kristy Brodersen, HCA RFP Coordinator  
Washington State Health Care Authority  
Legal and Administrative Services/Contracts Office

Mailing/Physical Address: 3819 Pacific Avenue S.E., Suite A  
Lacey, Washington 98503

E-mail Address: [Contracts@hca.wa.gov](mailto:Contracts@hca.wa.gov) – You must reference K559 in the subject line

### 2. Acceptance of RFP Terms

The Bidder acknowledges that the submission of a Proposal which includes a signed Certification and Assurances Form, attached as Exhibit C, Certification and Assurances, constitutes a binding offer.

### 3. Procurement Schedule

The Procurement Schedule outlines the tentative schedule for important action dates and times. All dates after the Proposal submission due date are approximate and may be adjusted as conditions indicate, without amending this document. It is the Bidder's sole responsibility to periodically check the HCA procurement website, and/or WEBS, for amendments to this document.

**Figure 1.    *PROCUREMENT SCHEDULE***

<b>Item</b>	<b>Action</b>	<b>Date</b>
1.	Request For Proposal (RFP) Released	March 2, 2012
2.	Bidder Questions Due at 5:00 p.m. Pacific Time ( <i>HCA Responds as Questions Come In</i> )	March 15, 2012
3.	Final Questions and Answers Posted on HCA Website	March 22, 2012
4.	Mandatory Letters of Intent must be received by 5:00 p.m. Pacific Time	March 26, 2012
5.	RFP Responses Due ( <i>Management/Technical/Cost</i> )	April 4, 2012
6.	HCA Evaluation of Proposals	April 5, 2012 through May 4, 2012
7.	Notify Demonstration Qualifiers	May 7, 2012 through May 10, 2012
8.	Bidder Presentations with Semi-Finalists and Scoring	May 11, 2012 through May 30, 2012
9.	HCA notifies Apparently Successful and Unsuccessful Bidders and begins contract negotiations with the Apparently Successful Bidder	May 31, 2012 through June 4, 2012
11.	Debrief Request due by 5:00 p.m. Pacific Time	June 11, 2012
12.	HCA holds debriefing conferences, if Requested	June 12, 2012 – June 15, 2012
13.	Protest Period	June 18, 2012 through June 25, 2012
14.	Contract Awarded	June 26, 2012
15.	Contract Start Date	June 27, 2012

#### **4.    Mandatory Requirements (MR) Defined**

A Mandatory Requirement (MR) sets forth minimum requirements for the presentation of information, capabilities that must be provided, or minimum performance levels, which must be met by the Bidder. Failure of the Bidder to meet any one MR will cause the entire Response to be deemed non-responsive, and Bidder's Response will be rejected from further consideration.

All Mandatory Requirements, denoted with an "(MR)" appearing on the requirement heading line, are evaluated on a pass/fail basis only. No numerical score is credited for meeting Mandatory Requirements.

Failure to meet a MR shall constitute grounds for disqualification and shall be established by any of the following conditions:

- a. The Bidder states a MR cannot be met.
- b. The Bidder fails to include information required by each MR.
- c. The Bidder fails to include sufficient information to substantiate that the given MR can be met.

## **5. Mandatory Scored Requirements (MSR) Defined**

Bidders are required to respond to all scored requirements that are denoted by (MSR) on the requirement heading line. These responses will be evaluated and scored based upon or how well, in the evaluators opinion the Bidders response addresses the RFP elements. It is in the Bidder's best interest to be thorough and fully responsive in preparing Bidder's response.

Failure of the Bidder to respond to any one Mandatory Scored Requirement will result in a ZERO SCORE.

Bidders will be scored on these Mandatory Scored Requirements by evaluation teams using the scoring scale described in Section D, Evaluation.

## **6. Contract**

HCA intends to award one (1) contract per Service Area.

The initial term of the Contract will be for two (2) years commencing upon the start date or execution date, whichever is later. Amendments may be executed extending the total period of performance through 2022, if any, shall be at the sole discretion of HCA.

## **7. Ethics**

The Apparently Successful Bidder must comply with the conflict of Interest, and the Contractor Certification Regarding Ethics sections identified in the sample contract attached hereto as Exhibit B, Sample Contract.

## **8. Insurance**

The Apparently Successful Bidder must comply with the insurance requirements identified in the sample contract attached hereto as Exhibit B, Sample Contract.

## **9. Proprietary Information/Public Disclosure**

Materials Submitted in response to this competitive procurement shall become the property of the Agency.

Any information contained in the Proposal that is proprietary or confidential must be clearly designated. Marking of the entire Proposal or entire sections of the Proposal as proprietary or confidential will not be accepted nor honored. HCA will not accept Proposals where pricing is marked proprietary or confidential, and the Proposal will be rejected.

To the extent consistent with chapter 42.56 RCW, the Public Records Act, HCA shall maintain the confidentiality of Bidder's information marked confidential or proprietary. If a Request is made to view Bidder's proprietary information, HCA will notify Bidder of the Request and of the date that the records will be released to the Requester unless Bidder obtains a court order enjoining that disclosure. If Bidder fails to obtain the court order enjoining disclosure, HCA will release the Requested information on the date specified.

Any information in the Proposal that the Bidder desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.040 to 42.56.550 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Bidder is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page. Additionally, these pages must be identified in the Letter of Submittal.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Bidder of any Request(s) for disclosure for so long as HCA retains Bidder's information in HCA records. Failure to so label such materials or failure to timely respond after notice of Request for public disclosure has been given shall be deemed a waiver by Bidder of any claim that such materials are exempt from disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All Requests for information should be directed to the RFP Coordinator.

Bidder must clearly state on Exhibit G, Summary of Proprietary Information, what sections the Bidder has marked Proprietary.

## **10. Communications**

All communications concerning this RFP must be directed only to the RFP Coordinator. Any communication directed to HCA staff or consultants, other than the RFP Coordinator, may result in disqualification. Proposals should be based on the material contained in this RFP, any related amendment(s), and any questions and answers directed through the RFP Coordinator.

## **11. Questions and Answers**

Specific questions concerning this RFP must be Submitted in writing to the RFP Coordinator. Copies of all written questions and HCA's responses will be available at the HCA web site and/or posted to WEBS. It is incumbent on Bidders to check these sites on a regular basis for such information. HCA's published written responses will be the only official answers to questions. All questions must be received by the date and time indicated in Figure 1, Procurement Schedule. HCA shall be bound only to its written responses to questions.

## **12. RFP Amendments**

HCA reserves the right, at any time before execution of a contract, to amend all, or a portion, of this RFP. Amendments will be posted on the HCA Procurements website and/or WEBS. If there is any conflict between amendments or between an amendment and this document, whichever document was Issued last in time shall be controlling.

## **13. Retraction of this RFP**

HCA reserves the right to retract this RFP in whole, or in part, at any time without penalty.

## **14. (MR) Mandatory Letters of Intent**

If a Bidder intends to Submit a Proposal in response to this RFP, that Bidder must Email a Letter of Intent to the RFP Coordinator by 5:00 PM on March 26, 2012.

Bidder's failure to have a Letter of Intent received by the RFP Coordinator by the above-stated date and time will cause all of that Bidder's Proposals to be non-responsive for this RFP. Responses from Bidders that have not Submitted a Letter of Intent will be rejected.

HCA is not responsible for receipt of any misdirected, mis-sent, lost, unreadable, or non-delivered Letter of Intent.

The Letter of Intent is not to be considered the same as the Bidder's Request for this RFP and Exhibits ("a Request for bid package"), or Bidder's Letter of Submittal (to be included in a Proposal). The Letter Of Intent must be Submitted as a separate item that clearly states the Bidder's intention to Submit Proposals for either one or both Service Areas.

a. The Letter of Intent must include the following:

(1) Name of the Bidder's organization;

(2) Contact person and title;

- (3) Contact's address, telephone number, fax number and e-mail address; and
- (4) A statement that Bidder's organization intends to Submit a Response to this RFP K559.
- (5) The Service Area(s) the Bidder is proposing to serve.
- (6) The Letter of Intent must include how the Bidder meets all Requirements in Section A, Summary of Project, 4. Mandatory Requirements.
- (7) A statement that the Bidder agrees to abide by all terms of the CBA.

## **15. (MR) Submission and Contents of Proposals**

### **a. Submission of Proposal**

Proposals must be prepared and Submitted no later than the Proposal submission date and time specified in the Procurement Schedule. The Proposal is to be sent to the RFP Coordinator, either by mail or hand delivery, at the address specified in Section B. Procurement Process, 1. Procurement Contact Information. HCA will not accept any Proposal Submitted by fax. HCA will not accept any Proposal Submitted by email.

Bidders should allow sufficient time to ensure timely receipt by the RFP Coordinator. Bidders assume the risk for the method of delivery and for any delay in the mailing or delivery of the Proposal. HCA will disqualify any Proposal and withdraw it from consideration if it is received after the Proposal submission due date and time.

All Proposals and any accompanying documentation and material become the property of HCA and will not be returned.

### **b. Format of Proposal**

- (1) The Bidder must Submit Proposals on standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- (2) The Bidder must use a font size of 12 or larger.
- (3) No Proposal shall exceed 75 single-sided pages, not including tabs and dividers, but including certifications and attachments. Any Proposal in excess of 75 pages will not be evaluated. Do not include marketing material with your Proposal.



- (4) The Bidder must Submit Proposals as specified in Section C, Proposal Contents. The Bidder must provide tabs separating the major sections of the Proposal, and must note the name of their company/organization on the front cover.

c. Contents of Binders

The Bidder must Submit:

- (1) One (1) binder to include one (1) paper response and one (1) electronic version (CD-ROM) clearly marked "Original" for every Service Area being bid.
  - (2) Eight (8) complete copies (including paper and electronic) clearly marked as "Copy" for every Service Area being bid. CD's must use a common file format, such as Microsoft Office or Adobe pdf. All copies must be identical in content to the "Original" as the evaluators will only be evaluating the copies.
  - (3) The Bidder must be identified on the original and each copy of its Proposal the RFP # K559 and the RFP Title: Interpreter Services Program, and the name of the bidding entity.
- d. Proposals must address the sections of this RFP in the same order as presented here, with the same headings.
- (1) Exhibits:
    - (a) Exhibit C, Certification and Assurances
    - (b) Exhibit D, Interpreter Code of Ethics
    - (c) Exhibit E, Technical/Management, Experience, and Qualifications Proposal and Response Template
    - (d) Exhibit F, Interpreter Services Cost Proposal
    - (e) Exhibit G, Summary of Proprietary Information

**16. (MR) Letter of Submittal**

- a. The purpose of the Letter of Submittal is to transmit the Proposal, provide Bidder-specific information, and acknowledge the receipt of any addenda. The Letter of Submittal must be prepared on Bidder letterhead and signed by an individual who is authorized to commit the Bidder to the services and requirements as stated in this RFP. The Letter of Submittal must include, in the order given:
- b. Identifying information about the Prime Bidder to include the following:
  - (1) The Bidder's business name, address, telephone number, and email.

- (2) Service Areas for which the Bidder is proposing.
  - (3) The Bidder's Federal Taxpayer Identification number and the Bidder's Washington Uniform Business Identification (UBI) number Issued by the State of Washington Department of Revenue. If the Bidder does not have a UBI number, the Bidder must state that it will become licensed in Washington within thirty (30) days of being selected as ASB.
- c. OMWBE status if any of the Contractor and any Subcontractors.
  - d. The legal status of the bidding entity (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized as it now substantially exists.
  - e. The name, address, email address and telephone number of any sole proprietor, and of the partners or principal officers as appropriate.
  - f. The name of the person who will have primary contact with the Health Care Authority in carrying out the responsibilities of this contract.
  - g. The name(s) and titles of all persons authorized to speak on behalf of the Bidder on matters related to this procurement.
  - h. The name and address of the entity that receives legal notices for the Bidder.
  - i. A list of staff or participants who contributed to the development of their Proposal. This shall include outside individuals and or/agencies or companies.
  - j. If Proposal is being Submitted in partnership with one or more entities, identify the entities and their primary responsibilities if selected as the ASB.
  - k. List of major Subcontractors and brief description of their roles.
  - l. If the Bidder or any major Subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and brief description of the purpose of the contract.
  - m. Provide a statement affirming that by Submitting a response to this solicitation, the Bidder and its key Subcontractors represent that they are not in arrears in the payment of any obligations due and owing the State of Washington, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the contract if selected for contract award.

- n. Provide a description of how the Bidder meets or exceeds the Minimum Qualifications, or how it will meet the Minimum Qualifications before or shortly after Execution of a Contract.

**Note:** Agency reserves the right to contact a bidder for further clarification on meeting Minimum Qualifications. Failure to adequately satisfy all of the Minimum Qualifications will result in disqualification and the Proposal will not be evaluated.

- o. Conflict of Interest Information:

- (1) If any employees or officers of the Bidder or key Subcontractors' employees or officers who shall provide services under this contract are or were employed by the State of Washington during the last two years (24 months), state their positions within the Bidder, their proposed duties under any resulting contract, their duties and position during their employment with the State and the date of their termination from State employment. If a decision regarding conflict of interest has been obtained from the State Ethics Board, Submit the decision.
- (2) If any owner, key officer or key employee of the Bidder is related by blood or marriage to any employee of HCA or has a close personal relationship to same, identify all the parties, identify their current or proposed positions and describe the nature of the relationship.
- (3) If the Bidder is aware of any other real or potential conflict of interest, the Bidder must fully disclose the nature and circumstances of such potential conflict of interest.
- (4) If, after review of the information provided and the situation, Agency determines that a potential conflict of interest exists, Agency may, at its sole option, request a change in personnel assigned to the account or disqualify the Bidder from participating in this procurement.
- (5) Failure to fully disclose any real or potential conflict of interest may result in the disqualification of the Bidder or the termination for default of any contract with the Bidder resulting from this procurement with the Bidder.

- p. References

List names, addresses, telephone numbers, and e-mail addresses of five (5) business references for which work has been accomplished and briefly describe the type of service provided. The Bidder must grant permission to the Agency to contact the references. Do not include current Agency staff as references. References will be contacted for the top-scoring Proposal(s) only.

q. Debarment

The Bidder must certify that the Bidder, and all Subcontractors proposed to perform work under a resultant contract are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Bidder also agrees to include this requirement in any and all Subcontracts into which it enters to perform work under a resultant contract. The Bidder agrees to immediately notify the Agency if, during the term of any resultant Contract, the Contractor becomes Debarred.

r. Prior Terminations for Default

(1) Bidders must indicate whether they have had a contract terminated for default in the last five (5) years. Termination for default is defined as a notice to stop work due to the Bidder's nonperformance or poor performance, where the issue of performance was either not litigated due to inaction on the part of the Bidder, or litigated and determined that the Bidder was in default.

(2) If the Bidder has had a contract terminated for default in the last five (5) years, the Bidder must Submit full details including the other party's name, address and telephone number. The Bidder must specifically grant HCA permission to contact any and all involved parties and access any and all information HCA determines is necessary to satisfy its investigation of the termination. HCA will evaluate the circumstances of the termination and may at its sole discretion, bar the participation of the Bidder in this procurement.

s. List of RFP Amendments Received

A list of all RFP amendments received by amendment Issue date. If no RFP amendments were received, write a statement to that effect. Bidder questions/HCA responses are considered an amendment to the RFP.

t. Attachments

The Bidder must include a detailed list of all materials and enclosures being sent in the Proposal.

## **17. Non-responsive Proposals**

All Proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. HCA may reject or withdraw a Proposal at any time as nonresponsive for any of the following reasons:

a. Incomplete Proposal

- b. Submission of a Proposal that proposes services that deviate from the technical requirements set forth in this document
- c. Failure to comply with any part of this RFP or any exhibit to this RFP
- d. Submission of incorrect, misleading, or false information

**18. Cost to Prepare Proposal**

HCA will not be liable for any costs incurred by the Bidder in preparing, Submitting, or presenting a Proposal for this RFP.

**19. Errors and Omissions in Response**

HCA will not be liable for any errors or omissions in Bidders' Responses. Bidders will not be allowed to alter Responses after the Response Due Date. HCA reserves the right to make corrections due to errors identified in Bidders' Responses by HCA or the Bidder. This type of correction will only be for such errors such as typing, transposition, and any other obvious administrative/ministerial errors.

**20. Waiver of Minor Administrative Irregularities**

HCA reserves the right, at its sole determination and discretion, to waive minor administrative irregularities contained in any Response.

**21. Joint Proposals**

If two or more organizations' joint Proposal is apparently successful, one organization must be designated as the Prime Bidder. The Prime Bidder will be HCA's sole point of contact and will bear sole responsibility for performance under any resulting contract.

**22. Single Response**

A single Response (i.e., from only one Bidder) to this Acquisition may be deemed a failure of competition and, at the sole option of HCA, this Acquisition may be canceled or HCA may elect to award a Contract to the sole Bidder.

**23. Exhibits**

Exhibits to this RFP are:

- a. Exhibit A – Interpreter Services Service Areas
- b. Exhibit B – Sample Contract
- c. Exhibit C – Certification and Assurances
- d. Exhibit D – Interpreter Code of Ethics

- e. Exhibit E – Technical/Management, Experience, and Qualification Proposal and Response Template
- f. Exhibit F – Interpreter Services Cost Proposal
- g. Exhibit G – Summary of Proprietary Information

#### **24. Withdrawal of Proposals**

After a Proposal has been Submitted, a Bidder may withdraw its Proposal at any time up to the Proposal submission deadline specified in the Procurement Schedule. A written Request to withdraw the Proposal, signed by an authorized representative of the Bidder, must be Submitted to the RFP Coordinator.

After withdrawing a previously Submitted Proposal, the Bidder may Submit another Proposal, subject to all of the conditions of this RFP, at any time up to the Proposal submission date and time.

#### **25. Notify Bidders**

HCA will notify the Apparently Successful Bidder in writing of its selection on or about the date and time specified in the Procurement Schedule, either via mail, or e-mail. HCA will also notify unsuccessful Bidders on or about the date and time specified in the Procurement Schedule, either via mail or email.

#### **26. Bidder Debriefing Conference**

Upon Request, a debriefing conference will be scheduled with an unsuccessful Bidder. The Request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Bidder letter is e-mailed to the Bidder. The debriefing must be held within three (3) business days of the Request.

Discussion will be limited to a critique of the Requesting Bidder's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences will be conducted via telephone and will be scheduled for a maximum of one (1) hour.

#### **27. Protest**

Bidders Protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This Protest procedure constitutes the sole administrative remedy available to Bidders under this procurement.

Protests may be made only by Bidders who Submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Bidder is allowed three (3) business days to file a Protest of the acquisition with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 4:30 PM, local time, in writing or email sent to [Contracts@hca.wa.gov](mailto:Contracts@hca.wa.gov) by the third (3<sup>rd</sup>) business day following the debriefing.

All Protests must be in writing, addressed to the RFP Coordinator, and signed by the Protesting party or an authorized Agent. The Protest must state the RFP number, the grounds for the Protest with specific facts and complete statements of the action(s) being Protested. A description of the relief or corrective action being Requested should also be included.

Only Protests stipulating an issue of fact concerning the following subjects shall be considered:

1. A matter of bias, discrimination or conflict of interest on the part of the evaluator.
2. Errors in computing the score.
3. Non-compliance with procedures described in the procurement document or Agency policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as:

1. An evaluator's professional judgment on the quality of a Proposal, or;
2. Agency's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a Protest, a Protest review will be held by the Agency. The Agency Director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the Protest. If additional time is required, the Protesting party will be notified of the delay.

In the event a Protest may affect the interest of another Bidder that also Submitted a Proposal, such Bidder will be given an opportunity to Submit its views and any relevant information on the Protest to the RFP Coordinator.

The final determination of the Protest shall:

1. Find the Protest lacking in merit and uphold the Agency's action; or
2. Find only technical or harmless errors in the Agency's acquisition process and determine the Agency to be in substantial compliance and reject the Protest; or

3. Find merit in the Protest and provide the Agency options which may include:
  - a. Correct the errors and re-evaluate all Proposals, and/or
  - b. Reissue the solicitation document and begin a new process, or
  - c. Make other findings and determine other courses of action as appropriate.

**28. No Obligation to Contract**

HCA reserves the right, at its sole discretion, to reject any or all Responses for cause prior to the execution of a Contract with no penalty to HCA or the state. This Acquisition does not obligate HCA or the state of Washington to contract for the services specified herein.

**29. Execution of the Contract**

The Apparently Successful Bidder is expected to sign a contract that is substantially similar to the sample contract as Exhibit B, Sample Contract, with HCA and any subsequent amendments that may be required to address specific work or services as needed.

HCA reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFP and the terms of the winning Proposal Submitted by the ASB.

If the Apparently Successful Bidder fails to sign the contract or any subsequent amendment within ten (10) business days of delivery, HCA may elect to cancel the award and may award the contract to the next-highest ranked Bidder.

Subcontracts with Interpreter Service providers are addressed in the Statement of Work. Any Subcontracts that affect the Contractor's major responsibilities for the administrative portion of this RFP may be subject to the prior written approval of HCA.



## SECTION C. PROPOSAL CONTENTS

The Bidder must answer all questions and must include all items Requested in the order Requested for the Proposal to be considered responsive.

### **Proposals must be Submitted by Service Area.**

The Bidder must address every section of the RFP, even though certain items may not be scored. The Bidder must respond to all of the following:

#### **1. Administrative Requirements**

The Bidder must respond to each item in the same order in which they appear.

##### **a. Bidder Information**

Bidders must include a signed Letter of Submittal on Bidder's official business letterhead stationery as the first page. Signing the Letter of Submittal indicates that the Bidder accepts the terms and conditions of RFP.

The Bidder's Letter of Submittal must include all requirements stated in Section B, Procurement Process, 16. (MR) Letter of Submittal.

##### **b. Certification and Assurances Form**

Bidders must Submit a completed Exhibit C, Certification and Assurances.

##### **c. Reference Section**

The Bidder must provide a list of at least five (5) references of entities for which the Bidder has performed similar services. The references should include the names, telephone numbers, dates of services, and a brief description of the similar services the Bidder provided them in the past. References will only be contacted for those bidders selected for semi-finalist presentations.

References to entities that are owned by the Bidder, or are owned by an individual or entity who also owns a significant interest in the Bidder, and entities in partnership or engaged in a joint venture with the Bidder, are not acceptable and do not comply with the requirements of this section.

The best reference would be for managing, coordinating, or conducting services comparable in type and complexity to those described in this RFP.

HCA reserves the right to limit its reference checks to a subset of those provided by the Bidder. HCA reserves the right to check other potential references known to HCA or identified in reference checks.

d. Claims or Legal Actions

One (1) list, describing all claims made or legal actions filed by and against the Bidder within the last five (5) years, within the USA. The Bidder must detail the outcome of all such claims or legal actions. Include the case citation or caption, if any. Failure to respond to this requirement will result in disqualification.

**2. Technical/Management, Experience and Qualifications Proposal**

General Requirements: In this section of the Proposal, the Bidder is to discuss their organization and the knowledge, skills, abilities, and experience of the proposed team members; and, provide a description of the Proposal which is consistent with the goals and objectives of the project and demonstrates the Bidder's understanding of the skills and resources required to successfully accomplish the objectives of the project and assure timely completion of deliverables.

Points Awarded for Responses: On Exhibit E, Technical/Management, Experience, and Qualifications Proposal and Response Template the number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

Questions for this section can be found in Exhibit E, Technical/Management, Experience, and Qualifications Proposal and Response Template.

**The total number of available points is 235.**

**3. Cost Proposal**

- a. General Requirements: In this section of the Proposal, the Bidder is to identify all costs including expenses to be charged for performing the administrative activities necessary to accomplish the objectives of the contract.

The Cost Proposal must be based on the deliverables and Scope of Work. It must reflect all Administrative Costs associated with meeting the requirements and services listed in the RFP and being offered by the Bidder as part of the Bidder's response. Evaluation of the Cost Proposal will be based upon the total fee for the project in accordance with the scoring section. Prices quoted shall remain fixed for the duration of the contract executed as a result of this RFP. Bidders are required to collect and pay Washington State sales tax, if applicable.

- b. Points Awarded for Responses: On Exhibit F, Interpreter Services Cost Proposal the number in parentheses after each question or requirement represents the maximum number of points that may be awarded for the Bidder's response to that question or requirement.

Questions for this section can be found in Exhibit F, Interpreter Services Cost Proposal.

Using Exhibit F, Interpreter Services Cost Proposal, provide an itemized list stating all costs including expenses to be charged for performing the administrative activities necessary to accomplish the objectives of the contract. Bidders will also propose their Service Costs for telephonic and VRI modalities per minute.

**Important:** See Exhibit F, Interpreter Services Cost Proposal, for instructions and guidance in preparing the Cost Proposal itself.

- (1) **Administrative costs** are not Service Costs. “Administrative Costs” means the Contractor’s costs of operations, (salaries, accounting, information technology, supplies, utilities etc.), not including expenses or payment to Interpreters for direct services.
- (2) **Service Costs means** the Contractor’s costs for direct interpreter service payment for services provided, including any mileage and other travel expense reimbursement. Does not include Administrative Costs.

**The total number of available points is 100.**

c. Instructions for Cost Proposal form

(1) **Administrative Costs**

The Bidder must calculate the Bidder’s Total Administrative cost for each year of the initial term of the contract.

The Bidder’s calculations should be based on the information provided in this RFP, including the history of operations and the Encounter forecast as provided in the funding section of the RFP.

These components and terms of the *Cost Proposal* are defined, for the purpose of Submitting proposals under this solicitation, as follows:

- (a) **The Bidder’s Total Administrative cost is the total dollar amount of costs for the first two years of the contract.**
- (b) **The Bidder’s Total Administrative cost includes those Direct Costs and Indirect Costs that have been itemized below.**

***Calculation of Administrative Costs:***

The Bidder calculates the total administrative cost as the sum of the Bidder’s Total Direct and Indirect Costs for the first two (2) years of the contract.

## (2) **Service Costs**

The Bidder must calculate the Service Cost for telephonic and VRI modalities on the *per minute* basis for all languages.

The Bidder's calculations should be based on the information provided in this RFP, including the history of operations and the Encounter forecast as provided in the funding section of the RFP.

These components and terms of the *Cost Proposal* are defined, for the purpose of Submitting proposals under this solicitation, as follows:

- (a) **The Bidder's Service Cost is the total all inclusive rate that will be paid per minute for VRI and telephonic modalities.**

### ***Calculation of Service Costs:***

Example:      Service Cost for Telephonic = \$\_\_\_\_/minute  
                    Service Cost for VRI = \$\_\_\_\_/minute

The amounts indicated in Service Cost must be bid in whole cents. (e.g.; \$0.83 / minute is acceptable, \$0.835 is not.)

## SECTION D. EVALUATION

### 1. Evaluation/Selection Procedures

The Evaluation process will be divided into four (4) sections:

- a. Administrative Screening: Covering all Mandatory Requirements (MR) for compliance.
- b. Management/Technical Evaluations: Covering Exhibit E, Technical/Management Experience, and Qualifications Proposal and Response Template.
- c. Cost Proposal Evaluation: Covering Exhibit F, Interpreter Services Cost Proposal.
- d. Semi-finalists Presentation and Reference Checks.

### 2. Administrative Screening

- a. Responses will be reviewed by the RFP Coordinator to determine if all Mandatory Requirements are in compliance with Section B, Procurement Process, 4. Mandatory Requirements (MR) Defined. All MRs will be screened on a pass/fail basis.
- b. Only Responses that pass the Administrative Screening will be further evaluated.
- c. If all responding Bidders fail to meet any single Mandatory or Mandatory Scored Requirement, HCA reserves the following options:
  - (1) Cancel the procurement;
  - (2) Revise the mandatory item; or
  - (3) Delete the mandatory item.
- d. Responses with all Mandatory and Mandatory Scored Requirements in compliance will progress to the next step: the Qualitative Review and Scoring.

### 3. Qualitative Review and Scoring

Responses that satisfactorily complete the Administrative Screening will be evaluated and scored based on responses to the Mandatory Scored Requirements in the Acquisition. The Evaluators will consider how well the Bidder's response to each MSR meets the needs of HCA. It is important that the responses be clear and complete, so that the Evaluators can adequately understand all aspects of the Proposal.

The Management/Technical Team will score the Mandatory Scored

Requirements as specified in Exhibit E, Technical/Management, Experience, and Qualifications Proposal and Response Template.

The Cost Proposal Team will score the Mandatory Scored Requirements as specified in Exhibit F, Interpreter Services Cost Proposal.

a. Evaluation Criteria and Scoring Techniques

Scoring will use evaluation criteria that will be developed by HCA prior to the receipt of Bidder Responses. Using these criteria, each Mandatory Scored Requirement will be given a score by each Evaluator. In each of the evaluation teams, members will score independently of one another. Upon completion of individual scoring, scores will then be averaged and arrived at the Bidders score. The average score will be the final score used for the tabulation process.

b. Evaluation Points

Points will be assigned based on the quality of the Bidder's response to each of the items being scored. A scale of "1" to "5", "1" to "10" or "1" to "15" will be used for scoring Technical and Management MSRs, where the range is defined as follows:

(1) For a 15 point question:

- (a) 0 = No Response is Provided
- (b) 1 – 4 = Unacceptable - Does Not Meet Standards
- (c) 5 – 6 = Inconsistent – May Meet Standards or Not
- (d) 7 – 10 = Acceptable – Meets Standards
- (e) 11 – 15 = Exceeds Standards

(2) For a 10 point question:

- (a) 0 = No Response is Provided
- (b) 1 – 2 = Unacceptable - Does Not Meet Standards
- (c) 3 – 4 = Inconsistent – May Meet Standards or Not
- (d) 5 – 7 = Acceptable - Meets Standards
- (e) 8 – 10 = Exceeds Standards

(3) For a 5 point question:

- (a) 0 = No Response is Provided
- (b) 1 = Unacceptable - Does Not Meet Standards
- (c) 2 = Inconsistent – May Meet Standards or Not
- (d) 3 = Acceptable – Meets standards
- (e) 4 – 5 = Exceeds Standards

#### **4. Semi-finalist Selection**

The Evaluation Team will present the results of their evaluations to the RFP Coordinator. The RFP Coordinator will compile the scores and select the semi-finalist Bidders. Up to three (3) of the Bidders within each Service Area with the highest combined scores will be selected as the semi-finalist Bidders. A total of 335 points can be awarded for the Management/Technical and Cost Proposals. This will constitute the Pre-Presentation Score.

The Bidder's Final Technical/Management Score is worth up to 235 points

The Bidder's Final Cost Score is worth up to 100 points

Total Possible Pre-presentation Score is 335 Points

#### **5. Semi-finalists Presentations**

##### **a. Presentation Requirements**

Each semi-finalist Bidder will be required to make a Presentation to an Presentation panel in Olympia, Washington. These Presentations will be made on or about the dates specified in Figure 1, Procurement Schedule.

The Bidder's Presentation team may not exceed four persons, and must include a member for the Bidder's Key Personnel (including the Contract Manager).

##### **b. Presentation Structure**

Each Bidder must conduct a presentation that describes the Bidder's Proposal. The presentation must include, at a minimum, the following:

- (1) A 15 minute introduction of your agency;
- (2) Responses to Presentation Panel Questions; and
- (3) A demonstration of the Bidders online scheduling system.

c. Presentation Panel Questions

At the conclusion of the presentation, members of the presentation panel will address questions to the presenters. All semi-finalists will be asked a set of standard questions as well as questions formulated during the presentation or during the evaluation process. Only the standard questions will be disclosed to Bidders in advance of their presentations.

d. Length of Presentation

The Semi-finalist Presentation will be approximately six (6) hours in length. HCA is under no obligation to allow equal time to all Bidders in the question and answer portion.

e. Facilities

A large conference room facility will be provided by HCA. The Bidder is to bring a computer, handouts, and any other basic presentation equipment. Any other need for audio/visual equipment for the presentation must be coordinated with the RFP Coordinator no less than one (1) week prior to the presentation.

f. Evaluation of Presentation

During the presentation, panel members will individually score the Bidder's presentation and response to questions. Upon conclusion of the presentation the panel will privately discuss these preliminary scores and arrive at a single consensus score. A total of 220 points may be awarded for the Presentation.

g. Reference Checks

References will only be contacted for those Bidders selected for semi-finalist presentations. Scores for References will be based on, but not be limited to, the Bidders overall performance and quality of work provided, with three (3) references contacted, and asked questions established by HCA. A total of 63 points may be awarded for the reference checks.

**6. Selection of Apparently Successful Bidder (ASB)**

The Evaluation process is designed to award the Contract not necessarily to the Bidder of least cost, but rather to that Bidder with the best combination of attributes based upon the Evaluation criteria.

The RFP Coordinator will combine the Pre-Presentation score (Management/ Technical and Cost) with the Semi-finalist Presentation scores and select the Apparently Successful Bidder(s) on the basis of the total score, as reflected in the table below:

a. The Bidder's Final Pre-Presentation Score is worth up to 335 points



- b. The Bidder's Final Presentation Score is worth up to 220 points
- c. The Bidder's Final Reference Check Score is worth up to 63 points
- d. Total Possible Score is 618 Points

If an Apparently Successful Bidder is identified, Contract negotiations will begin. If, for any reason, a Contract is not awarded to the first Apparently Successful Bidder, then the next highest-ranking finalist Bidder may be considered for Contract negotiations.

The Apparently Successful Bidder must negotiate and sign the final Contract within the time periods identified on Figure 1, Procurement Schedule, or HCA, at its sole discretion, may reject it and begin negotiations with the next highest-ranking Semi-finalist Bidder.

Notice of intended Contract award will be transmitted to all qualified Bidders by e-mail. Bidders eliminated from further competition will be notified by HCA within the time periods identified on Figure 1, Procurement Schedule.

## **7. Basis for Evaluation**

The Administrative Screening, Management/Technical Proposal, and the Cost Proposal will be evaluated on the basis of the information provided in the Bidders' Responses. The Semi-finalist presentations will be evaluated on the basis of the quality of the Bidder presentation made to the presentation panel, and responses to questions posed by panel members during the presentation. The Reference checks will be based on, but not be limited to, the Bidders overall performance and quality of work provided.

The RFP Coordinator will assist with the Evaluation process, and will not evaluate responses. The RFP Coordinator will be responsible for ensuring that the Proposal process is conducted in a fair and equitable manner.

Evaluations, Reference checks and presentations will be performed by teams composed of qualified state technical, financial, and management staff. The Financial evaluation will progress independently of the others, without cross-dissemination of Evaluation results (except in the event a Proposal is rejected as non-responsive). The RFP Coordinator may contact the Bidder for clarification of any portion of the Bidder's Response.

### **a. Management/Technical Proposal Team**

This team will evaluate the Management/Technical portion of the Response. Financial data and the resulting scores from the Financial Evaluation will not be available to the Management/Technical Team.

### **b. Cost Proposal Team**

This team will evaluate all proposed costs, according to the Cost evaluation criteria. The same criteria will be applied to all Responses.

Management/Technical data and the resulting scores will not be available to the Cost Proposal Team.

c. Presentation Panel

The panel will evaluate the Semi-finalist Presentations, and may contact references to verify the Bidder's claims. The panel may consist of, or include, members from the other evaluation teams.